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# REQUEST FOR PROPOSALS

## # 06RIA-RRA

***Project Title:*** Refugee Social Services

***Estimated Contract Period:*** July 1, 2007 through June 30, 2008.  
Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.

***Proposal Due Date:*** All Proposals whether mailed or hand delivered must arrive by 5 p.m. Pacific Standard time on January 5, 2006. **Faxed bids WILL NOT be accepted. E-mailed bids WILL NOT be accepted.**

***Submit Proposal To:*** **Proposal Delivered by Mail:**  
Drucilla Rowan, RFP Coordinator  
Department of Social and Health Services  
Economic Services Administration, Contracts  
Compliance and Analysis Unit  
PO BOX 45445  
Olympia, WA 98504-5445

**Proposal delivered by Express / Hand Delivery, Or Courier:**

Drucilla Rowan, RFP Coordinator  
Department of Social and Health Services  
Economic Services Administration, Contracts  
Compliance and Analysis Unit  
1009 College Street SE  
Lacey, WA 98503  
(PROPOSALS SENT BY MAIL TO THIS ADDRESS WILL NOT BE DELIVERED.)

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# SECTION I. INTRODUCTION

## WHAT IS THE PURPOSE OF THIS RFP?

The purpose for this RFP is to help individuals become self-sufficient. The Administration of Children and Families, Office of Refugee Resettlement (ORR) has awarded a grant to DSHS to provide social services to refugees, entrants, asylees and victims of human trafficking. DSHS is requesting proposals to provide these services. Only proposals for services in figure 2 will receive consideration.

To participate in this project, individuals must:

1. Be at least 16 years of age.
2. Have current status as a refugee, entrant, asylee or victim of human trafficking.
3. Have been in the United States less than 60 months to receive outreach services, social adjustment services or home management services. (There is not a 60 month limit to receive information and referral services and immigration services.)

## WHAT QUALIFICATIONS ARE REQUIRED OF BIDDERS?

You must have:

1. At least 1 year of experience within the past 2 years, providing social services to refugees.
2. Professional qualifications and licenses to perform proposed services. Examples could include a family violence advocate certification or license issued by the State of Washington to perform drug and alcohol counseling.
3. Language capacity to serve refugee groups you propose to serve.
4. A State Of Washington business license.
5. A background check may be required during the selection process.

## HOW MUCH FUNDING IS AVAILABLE FOR THIS PROJECT?

Up to \$1,614,000.00 is available for this project.

- Up to \$1,414,000.00 will be allocated to serve all refugees, entrants, asylees and victims of human trafficking in the state of Washington. See figure 3.1.
- In addition to funds in figure 3.1 to serve refugees from Eritrea, Ethiopia, Kenya, Somalia and the Sudan, DSHS will allocate up to \$90,000.00 to serve refugees, asylees and victims of human trafficking in region four (4) from Eritrea, Ethiopia, Kenya, Somalia and the Sudan who have been in the United States less than five (5) years. See figure 3.2. This group has required a high percentage of RIA services over the past five years.
- Also, up to \$110,000.00 will be allocated to serve refugee groups who have not yet arrived. Funds to serve new refugee groups for each DSHS service region are based on data for refugees who have been in the United States less than five (5) years.

Actual contract amounts will be awarded based on the availability of funding.

### **HOW MANY CONTRACTS WILL BE AWARDED FOR THIS PROJECT?**

DSHS will award up to thirty (30) contracts. DSHS will award at least fifty percent (50%) of contracts resulting from this RFP to small refugee service providers.

Proposals from small refugee service providers will be scored with each other. Proposals from large refugee service providers will be scored with each other.

You are a “small refugee service provider” if you propose to serve only one (1) “Refugee group” in only one (1) DSHS service region from *figure 3.1*.

You are a “large refugee service provider” if you do not meet the requirement to be a “small refugee service provider”.

DSHS encourages proposals from coalitions of refugee services providers. Scoring for some parts of your proposal will be higher if you are a coalition.

DSHS has named the largest groups of refugees in each DSHS service region in figure 3. DSHS will, at a minimum, contract to serve each group named in figure 3. If there are no proposals to serve specific group(s) named in figure 3, DSHS will at its sole discretion, choose a provider to contract with for these services.

The initial contract period shall be up to one (1) year. Amendments extending the contract period, if any, shall be at the sole discretion of DSHS.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders must understand these requirements before submitting a proposal.

## SECTION II. YOUR PROPOSAL

### HOW DO I RESPOND TO THIS RFP?

**Letter of Intent:** We want to ensure that evaluations can be completed as scheduled. If you intend to submit a proposal, please email your Intent to Propose by December 29, 2006, to Drucilla Rowan, the RFP Coordinator. Her email address is provided on page 6 of this document. **The letter of intent is NOT required. You may still propose if you do not send this notice.**

**Submission of Proposals:** We have provided a template in Microsoft Word for your proposal. The template can be downloaded at <http://www1.dshs.wa.gov/msa/ccs/>.

You must submit your proposal:

- Using the proposal template. DSHS will provide technical assistance to help with the template.
- On standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- Using Arial 12 point font.
- With your name on the front cover or title page.
- With **one** original and **three** copies.
- With completed forms found in exhibit C, D, E and F attached. These forms must be downloaded separately at <http://www1.dshs.wa.gov/msa/ccs/>.

Base your proposal on the material contained in this RFP. Also follow any RFP amendment(s), and any written questions, answers or instructions provided by the RFP Coordinator.

### WHO WILL EVALUATE THE PROPOSALS?

DSHS will evaluate proposals according to the requirements stated in this RFP and any amendments issued. An evaluation team will score proposals. DSHS will choose evaluators who have experience serving refugees to be on the evaluation team.

### HOW WILL THE PROPOSALS BE SCORED?

The evaluation team will score pass or fail:

1. Whether or not your proposal is submitted correctly.
2. Administrative requirements.

DSHS will not further evaluate proposals scored fail.

The evaluation team will score all proposals and award up to the maximum points for each question. The evaluation team can score up to 105 points for your proposal. Your final score will be the average of the scores given by the evaluators who review your proposal.

DSHS, at its sole discretion, will select finalists for oral presentations if needed. Reasons for oral presentations could include but are not limited to:

- Services proposed are new.
- You propose to serve a group you have not served before.

## **HOW WILL ORAL PRESENTATIONS AND REFERENCE CHECKS BE SCORED?**

DSHS staff who will work with the successful bidders will score oral presentations pass or fail. During your oral presentation, you must show your proposal accurately describes your abilities and capacity to serve. The RFP Coordinator will notify finalists of the date, time, and location of the oral presentations.

DSHS will score reference checks pass or fail. Your professional references must be able to talk about your abilities and capacity to provide the services you have proposed. And, your professional references must state they believe you will perform well if awarded a contract.

## **WHAT ARE THE FINAL STEPS BEFORE CONTRACTING?**

DSHS program staff and/or management may conduct a final review of the evaluation and scoring of finalists. DSHS may consider finalists' past or current performance under any DSHS contracts.

DSHS shall select bidders to contract with. DSHS shall be guided, but not bound, by the scores awarded by the evaluation team. Contracts will be awarded based on the best interests of DSHS.

## **WHO SHOULD YOU CONTACT IF YOU HAVE QUESTIONS?**

If you need additional information concerning the RFP, you must request it from the RFP Coordinator. Requesting RFP information from anyone other than the RFP Coordinator may result in disqualification. Only written communication will be considered binding to DSHS.

Questions will be accepted until the date set forth in the RFP Schedule. See figure 1. Questions and Answers will be on the DSHS Procurement website, <http://www1.dshs.wa.gov/msa/ccs/>.

### **DSHS RFP COORDINATOR:**

Contact:	Drucilla Rowan, RFP Coordinator Department of Social & Health Services Economic Services Administration, Contracts Compliance and Analysis Unit
Mailing Address:	P.O. Box 45445 Olympia, Washington 98504-5445
Physical Address:	1009 College Street SE Lacey, Washington 98503
Telephone:	(360) 725 - 4534
FAX:	(360) 407 - 3998
E-mail Address:	rowandr@dshs.wa.gov

**Figure 1. RFP SCHEDULE**

DSHS reserves the right to revise this schedule at any time and will post any amended schedules on the DSHS Procurement website.

Item	Action	Date
1.	Issue RFP	November 15, 2006
2.	Bidders' Conference, and Proposal Template Technical Assistance Location: Moses Lake	December 6, 2006
3.	Bidders' Conference, and Proposal Template Technical Assistance Location: Seattle	December 7, 2006
4.	Last Date for Accepting Bidder Written Questions by 5:00 PM Pacific Standard Time	December 15, 2006
5.	DSHS to Issue Response to Written Questions No Later Than	December 22, 2006
6.	Letter of Intent to Propose	December 29, 2006
6.	Proposal Submission Due by 5 p.m. Pacific Standard time	January 5, 2007
7.	Proposal Evaluation	January 15, 2007 – January 26, 2007
8.	Oral Presentations, If Required	February 5, 2007 – February 7, 2007
9.	Notify Apparently Successful Bidder	February 9, 2007
10.	Notify Unsuccessful Bidders	February 9, 2007
11.	Begin Contract Negotiations	February 12, 2007
12.	Bidder's Request for Debriefing Due by 5:00PM	February 16, 2007
13.	Hold Debriefing Conferences	February 21, 2007 – February 22, 2007
14.	Bidders' Protest(s) Due	February 27, 2007 – March 3, 2007
15.	Contract Execution	Anticipated June 15, 2007
16.	Services Begin	July 1, 2007

## **PART 1 OF YOUR PROPOSAL: ADMINISTRATIVE REQUIREMENTS**

**Your administrative requirements will be scored pass or fail.**

*Scoring will be based on the following:*

- *Forms are completed correctly*
- *Information included is correct.*
- *Information included does **not** present significant risks to DSHS.*

Please provide each item in the same order in which they appear.

1. Cover letter.

Your cover letter must include the following:

- Bidder's legal name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written.
- A detailed list of all materials with your proposal.
- A list of "Proprietary or Confidential" pages in the Bidder's proposal.
- Any statements to the RFP Coordinator, including anything different between your proposal and the RFP.
- A statement the person who signs the letter is authorized to enter your organization into contracts with DSHS.
- A statement the Bidder accepts the terms and conditions of RFP# 06RIA-RRA.
- The Bidder's guarantee its Proposal will remain in full force and effect for 180 days.

2. Completed forms for contractor information found in Exhibits C - F:

- Contractor Intake Parts A and B, with required documents
- Certificates and Assurances Form.
- Business Risk Assessment Questionnaire. If you are a coalition, you must complete this form for each member of your coalition.

Please sign and include any attachments which apply. These forms must be downloaded separately from <http://www1.dshs.wa.gov/msa/ccs/>.

3. Three (3) professional references. At least one of the three references should be a contracting agency you have performed similar services for. If you have not contracted for similar services in the past, contact the RFP coordinator to find out other types of acceptable references. References will only be contacted for finalist(s). Include the names, telephone numbers, dates of services, and a brief description of the services you provided for that contracting agency.



**PART 2 OF YOUR PROPOSAL: MANAGEMENT, EXPERIENCE AND QUALIFICATIONS (0-20 POINTS)**

*Scoring will be based on the following:*

- *Responses meet the purpose of this program.*
- *Responses show partnerships and volunteer responsibilities appropriate for the services you are proposing.*
- *Responses are clear.*
- *Responses show related skills, experience and qualifications to perform the services you have proposed*

*To perform the following services, you must have the license or certificate or its equivalent listed below:*

- **Mental Health Counseling** – Peer Counselor Certificate from DSHS Mental Health Division.
- **Drug and Alcohol Counseling** – DSHS Division of Alcohol and Substance Abuse (DASA) Agency Certification

*To perform **Family Violence Counseling** key personnel must meet the minimum training requirements as defined in Washington Administrative Code (WAC) 388-61A-150. You must show how key personnel meet the minimum training requirements in key personnel resume(s).*

*You may propose **Immigration Services** if you do not have at least one (1) key personnel accredited by the Bureau of Immigration Appeals. However, you will only receive up to 8 out of 10 points for each question in Part 2 of Your Proposal.*

*You must attach a copy of any licenses or certifications that apply to your proposal.*

Please respond to each question in the same order in which they appear.

1. Describe your purpose, experience, qualifications, history of accomplishments, partnerships and role of staff and volunteers. Limit your response to the past five (5) years. If you are a coalition, respond for each coalition member. Limit your response to one (1) page per member of your coalition.

***0-10 total points for this response.***

2. List the key personnel you propose for this project. Include staff titles, their role for the project, and a current resume of each person proposed. Resumes must only include work experience, educational history, related skills of the individual and languages spoken. Limit resumes to one (1) page each.

***0-10 total points for this response.***

Any changes in key personnel after you have submitted your proposal must be approved by DSHS.

### **PART 3 OF YOUR PROPOSAL: SERVICE DELIVERY (0-55 POINTS)**

Please respond to each question in the same order in which they appear.

*Responses will be scored for:*

- *How well your responses can be understood.*
- *Whether you fully answer the questions.*

1. Which services from figure 2 will you provide? Clearly describe how you will provide each service.

***0-10 total points for:***

- *Showing a plan that is ready to implement.*
- *Proposing a plan well-suited to your proposed service(s).*
- *Proposing services you have experience, related skills, language and capacity to provide.*

2. For each service, show which DSHS service region(s) and which refugee group(s) you propose to serve? Use figure 3.

Then propose how many individuals you will serve and explain your capacity to serve the number of individuals you propose.

**If** you propose to serve refugees from “at large countries”, for each DSHS service region, name each “at large country” or state that you will serve refugees from all “at large countries”.

You may propose to serve any or all of the DSHS service region(s) and any refugee group(s).

***0-7 total points for:***

- *Your capacity to deliver services to the number of individuals you proposed.*
- *Proposing DSHS service regions and refugee groups you have experience, related skills, language and capacity to provide services for.*

3. Describe your intake process and how you will assess individuals?

Describe how you will follow up on an individual's needs after assessing? How will your assessment support an individual's self-sufficiency? Limit response to 1 page.

***0-7 total points for:***

- *An intake and assessment process that meets the needs of the services you proposed.*
- *A well-developed plan for following up on an individual's needs after assessing.*
- *Showing a positive relationship between your intake and assessment and individual's meeting self-sufficiency.*

4. How will you teach individuals to access services and resources themselves?

**0-7 total points for:**

- *A well-developed plan to teach individuals to access resources and services themselves.*
- *Showing a positive relationship between your teaching methods and individuals accessing services themselves.*

5. For each proposed service, describe your positive outcome and how you will know the individual met the positive outcome?

**0-7 total points for:**

- *Positive outcomes well-suited to your proposed service(s).*
- *Positive outcomes showing the individual's need was met. For example: A homeless individual asked you for help with housing. The individual was helped by you and moved into low-income housing.*

6. How will you monitor your work and measure the quality of your services? Limit response to 1 page.

**0-5 total points for:**

- *A well-developed plan to monitor the quality of your services.*
- *A well-developed plan to measure the quality of your services.*
- *Showing how your plan for monitoring your work and measuring the quality of your services will increase your project's success.*

7. How will you involve the community? How will you work with other refugee social service providers and VOLAGs? How will you use community resources to increase your project's success? Limit response to 1 page.

**0-7 total points for:**

- *Showing how you will involve community groups to support your proposed services.*
- *Showing how you will work with other refugee social service providers and VOLAGS to support your proposed services.*
- *Showing how using community resources will increase your project's success.*

8. Will you provide services as a coalition of refugee social service providers? If so, name the refugee social service providers in your coalition, and describe how your coalition will be structured. Describe the responsibilities each coalition member will have? One member of your coalition must act as the lead coalition member. The lead coalition member will contract with DSHS and bill DSHS for services.

How will providing services as a coalition benefit individuals who need services? How will providing services as a coalition support the performance of each coalition member?

For each proposed service, show how many individuals each coalition member will serve?

Your proposal will be evaluated as a coalition. If DSHS chooses to contract with you, you will be required to contract according to your proposed coalition.

Limit entire response for Part 3, question #8 to one (1) page.

***0-5 total points for:***

- *A coalition structure and responsibilities meeting the experience and qualifications of each coalition member.*
- *Showing a positive relationship between providing services as a coalition and individuals receiving needed services.*
- *Showing a positive relationship between providing services as a coalition and the performance of each coalition member.*
- *Proposals **without** a coalition of will score zero (0) points for this response.*
- *Proposals **with** a coalition of two (2) refugee service providers will score at least two (2) points for this response.*
- *Proposals **with** a coalition of three (3) or more refugee service providers will score at least three (3) points for this response.*

#### **PART 4 OF YOUR PROPOSAL: BUDGET (0-30 POINTS)**

Please respond to each question in the same order in which they appear.

1. For each service you have proposed, propose your billing amount per positive outcome. Explain how you arrived at this billing amount. (Note: The minimum billing amount per positive outcome for **Information and Referral services** is \$150.00.)

***0-20 total points for:***

- *A complete explanation of factors you used to arrive at your billing amount per positive outcome.*
- *For a competitive billing amount per client served.*

2. Propose your budget for each DSHS service region and refugee group. Then, propose your total budget for each DSHS service region.

If you proposed to provide services as a coalition of refugee service providers, for each proposed service, show the percentage of funding you would allocate to each coalition member? The lead coalition member shall not propose greater than 10% of the overall proposed budget for acting as the lead coalition member.

***0-10 total points for:***

- *Budget does **not** exceed funding for the refugee groups you proposed to serve. Use figure 3.*
- *Budget equals your proposed number of positive outcomes for each service times your billing amount per positive outcome for each service. If you propose more than one service, you will need to add your totals for each service to get your overall budget total.*
- *If you proposed to provide services as a coalition of refugee service providers, your percentages are proportional to the amount of outcomes each coalition member will be responsible for.*

**Figure 2. DSHS will consider proposals for these services:**

**Information and Referral Services**

Providing information and referring individuals to services. The individual must request the service. Providers can assist with applications when needed. These services include:

- a. Connecting individuals to low-income, subsidized or public housing.
- b. Connecting elderly or disabled individuals to skilled nursing care, home healthcare or para-transit transportation.
- c. Connecting individuals to family violence counseling, shelters, organizations that specialize in services to victims of domestic violence, programs for batterers or Child Protective Services.
- d. Scheduling appointments with a legal professional.
- e. Scheduling appointments with a medical professional.
- f. Enrolling individuals in ESL, GED or skills training classes.
- g. Connecting individuals with a utility discount program.
- h. Enrolling individuals' children in schools or child care centers.
- i. Other services DSHS determines will support self-sufficiency.

**Immigration Services**

- a. Assisting individuals to apply for citizenship, related fee waivers and related disability waivers. Contractors shall not provide these services to individuals who are on public assistance and are **able** to receive these services through the DSHS Citizenship project. A DSHS Refugee and Immigrant Assistance Program Manager may grant exception to this rule.
- b. Assisting an individual to apply for legal permanent resident status. This shall include:
  - Adjustment to legal permanent resident status application (I-485).
  - Related medical examinations (I-693) when applies.
  - Vaccination supplement.
  - Application fee for asylees when applies.
  - Biographical information form (G325A) when applies.
  - Immigration Photos when applies.
  - Biometrics fee.
  - Assisting with fingerprinting.
  - Requests for evidence when applies.
  - Inquiries into case status outside of normal processing time when applies.
  - Assisting individual who meets an immigration officer when applies.

**Figure 2 continues on the next page**

**Figure 2 (continued)**

<b>Individuals must be in the U.S. less than 5 years to receive the services below.</b>	
<b>Outreach services</b>	Marketing needed services to eligible individuals and connecting individuals with the services. Providers can assist with applications when needed.
<b>Social adjustment services</b>	Assessing, providing short-term counseling, and arranging services for individuals with: <ul style="list-style-type: none"><li>a. Family Violence. Licenses or certifications to provide Family Violence counseling will be required.</li><li>b. Mental Health needs. Licenses or certifications to provide Mental Health counseling will be required.</li><li>c. Drug and Alcohol needs. Licenses or certifications to provide Drug and Alcohol counseling will be required.</li><li>d. Emergency Housing needs.</li></ul>
<b>Home management services</b>	Teaching workshops covering the following topics: management of household budgets, home maintenance, nutrition, housing standards, tenants' rights, and other consumer education services.

**FIGURE 3.1 REFUGEE GROUPS BY DSHS SERVICE REGIONS**

Use this table to calculate your budget for each DSHS service region and each refugee group. Actual contract funding for each refugee group may be different.

Refugee Groups	% of Funds*	Approximate Funds \$1,414,000.00
Region 1* Refugee Groups	10%	\$147,000.00
R1 From the Former Soviet Union	74%	\$109,000.00
From at large countries in R1*	26%	\$38,000.00
Region 2* Refugee Groups	4%	\$56,000.00
R2 From the Former Soviet Union	45%	\$25,000.00
From at large countries in R2*	55%	\$31,000.00
Region 3* Refugee Groups	13%	\$189,000.00
R3 From the Former Soviet Union	71%	\$134,000.00
R3 From Vietnam	8%	\$15,000.00
From at large countries in R3*	21%	\$40,000.00
Region 4* Refugee Groups	48%	\$672,000.00
R4 From the Former Soviet Union	37%	\$248,000.00
R4 From Somalia	20%	\$134,000.00
R4 From Vietnam	14%	\$94,000.00
R4 From Eritrea, Ethiopia, Kenya and The Sudan	9%	\$60,000.00
R4 From Cambodia, Laos, Thailand	4%	\$25,000.00
R4 From Bosnia, Croatia, Montenegro and Serbia	3%	\$20,000.00
From at large countries in R4*	13%	\$91,000.00
Region 5* Refugee Groups	11%	\$154,000.00
R5 From the Former Soviet Union	55%	\$85,000.00
R5 From Vietnam	18%	\$28,000.00
R5 From Cambodia, Laos, Thailand	13%	\$20,000.00
From at large countries in R5*	14%	\$21,000.00
Region 6* Refugee Groups	14%	\$196,000.00
R6 From the Former Soviet Union	81%	\$159,000.00
R6 From Vietnam	6%	\$12,000.00
From at large countries in R6*	13%	\$25,000.00

*\*At large countries are countries or areas that are not listed under a specific DSHS service region.*

*DSHS used data from the Office of Public Assistance Data Analysis for figure 3. Data is for individuals who received DSHS services from January 2001 to September 2006. All refugees, entrants, asylees and victims of human trafficking served in DSHS service regions one (1) through six (6) were counted. Using this data, DSHS averaged the total number of refugees with the number of refugees in the U.S. less than 5 years to get the percentages in figure 3.1.*

**Figure 3 continues on next page**



**Figure 3.2** *ADDITIONAL FUNDING FOR GROUPS FROM ERITREA, ETHIOPIA, KENYA, SOMALIA AND THE SUDAN AND IN THE U.S. LESS THAN 5 YEARS.*

From Eritrea, Ethiopia, Kenya, Somalia and the Sudan, and in the U.S. less than 5 years	Approximate Funds
Region 4	\$90,000.00

**Figure 3.3** *ADDITIONAL FUNDING FOR NEW REFUGEE GROUPS.*

New Refugee Groups*	Approximate Funds
Region 1	\$13,000.00
Region 2	\$7,000.00
Region 3	\$17,000.00
Region 4	\$48,000.00
Region 5	\$11,000.00
Region 6	\$14,000.00

*New refugee groups are refugee groups who have arrived or will arrive between July 2006 and June 2008, and do not have a service provider to support their needs.*

*DSHS Service Region 1 includes the following counties: Okanogan; Ferry; Stevens; Pend Oreille; Chelan; Douglas; Lincoln; Spokane; Grant; Adams; Whitman; Garfield; and Asotin.*

*DSHS Service Region 2 includes the following counties: Kittitas; Yakima; Benton; Franklin; Walla Walla; and Columbia.*

*DSHS Service Region 3 includes the following counties: Whatcom; San Juan; Skagit; Island; and Snohomish.*

*DSHS Service Region 4 includes King County only.*

*DSHS Service Region 5 includes Pierce and Kitsap Counties only.*

*DSHS Service Region 6 includes the following counties: Clallam; Jefferson; Grays Harbor; Mason; Thurston; Pacific; Lewis; Wahkiakum; Cowlitz; Skamania; Clark.*

## SECTION III. CONTRACTING AND RFP REQUIREMENTS

### **A. INSURANCE**

Bidders providing services requiring professional license or certificate may be required to have professional liability insurance.

### **B. CONTRACT AMENDMENT**

DSHS may add additional services to contracts awarded from this RFP by written amendment. Both parties must sign the amendment to execute it.

### **C. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

RFP materials you submit shall become the property of DSHS. DSHS will keep confidential all proposals, quotes, lists, evaluation documents and other proposal documents until 1) DSHS makes it available to the public according to RCW 42.17, or 2) DSHS and the Apparently Successful Bidder sign the contract, resulting from this RFP. Thereafter, DSHS will keep the proposals as public records according to RCW 42.17.

Each proprietary or confidential page must be clearly marked "Proprietary" on the lower right hand corner.

If DSHS receives a request to view or copy your proposal, DSHS will respond according to applicable law and DSHS policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in your proposal without giving you ten (10) days notice for you to seek a court injunction against the disclosure. You shall not mark your entire proposal "Proprietary".

### **D. RFP AMENDMENTS**

DSHS reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on the DSHS Procurements Web site, if applicable. If there is any conflict between amendments or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

### **E. RETRACTION OF THIS RFP**

DSHS and the State of Washington are not obligated to contract for the services specified in this RFP. DSHS reserves the right to retract this RFP in whole, or in part, at any time without penalty.

### **F. SUBMISSION OF PROPOSALS**

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the RFP schedule. The proposal is to be sent to the RFP Coordinator, either by mail or hand delivery, at the address specified in Section II.A., Procurement Contact Information. DSHS will not

accept any proposal submitted by fax. DSHS will not accept any proposal submitted by email.

You should allow sufficient time to ensure timely receipt by the RFP Coordinator. You assume the risk for the method of delivery and for any delay in the mailing or delivery of your proposal.

DSHS reserves the right to disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of DSHS and will not be returned.

#### **G. NONRESPONSIVE PROPOSALS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. DSHS may reject or withdraw your proposal at any time as nonresponsive for any of the following reasons:

- Incomplete proposal;
- Submission of alternative proposals;
- Failure to comply with any part of this RFP or any exhibit to this RFP;
- Submission of incorrect, misleading, or false information.

#### **H. MINOR IRREGULARITIES**

DSHS may waive minor administrative irregularities related to any proposal.

#### **I. COST TO PROPOSE**

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting or presenting a proposal for this RFP.

#### **J. JOINT PROPOSALS**

If you proposed to provide services as a coalition, one member of your coalition must act as the lead coalition member. The lead coalition member will contract with DSHS and bill DSHS for services.

#### **K. EXHIBITS**

Exhibits to this RFP are:

- Exhibit A – Definitions
- Exhibit B – Sample Contract
- Exhibit C – Contractor Intake Part A and B
- Exhibit D – Certifications and Assurances Form
- Exhibit E – Business Risk Assessment Questionnaire
- Exhibit F –Proposal Template

You must download a complete copy of this RFP and all attached exhibits, as listed above. The procurement documents can be accessed at <http://www1.dshs.wa.gov/msa/ccs/> . If you are unable to download the documents, you should contact the RFP Coordinator.

It is not a ground for protest if your copy of this RFP should be missing any exhibit or pages of the RFP.

#### **L. WITHDRAWAL OF PROPOSALS**

After a Proposal has been submitted, Bidders may withdraw a proposal at any time up to the proposal submission date and time specified in the RFP schedule. A written request signed by an authorized representative of the Bidder must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal submission date and time.

#### **M. NOTIFY APPARENTLY SUCCESSFUL BIDDER**

DSHS will notify the Apparently Successful Bidder on or about the date and time specified in the RFP schedule of the selection of the Apparently Successful Bidder by written notice via mail, e-mail and/or fax. DSHS will notify separately the Unsuccessful Bidders on or about the date and time specified in the RFP schedule of the non-selection of the Unsuccessful Bidder by written notice via mail, e-mail and/or fax.

#### **N. BIDDER DEBRIEFING CONFERENCE**

If DSHS does not select your proposal, you may request a debriefing conference. You must submit your request in writing to the RFP Coordinator by mail or fax by the date specified in the RFP schedule, figure 1.

Debriefing conferences will be held on or about February 21, 2007 and February 22, 2007. The debriefing conference may be conducted either in person or by telephone and will be scheduled for a maximum of one hour.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of your proposal;
- Critique of your proposal based on evaluators' comments; and
- Review of your final score in comparison with other Bidders' final scores without identifying the Bidders.

*Identification of the other Bidders, their proposals or evaluations will not be allowed.*

#### **O. PROTEST**

Protests may be made only after DSHS has sent notification to the Apparently Successful Bidder and to the unsuccessful bidders. In order to submit a protest under this RFP, a Bidder must have submitted a Proposal for this RFP,

and have requested and participated in a debriefing conference. It is the sole administrative remedy available within DSHS. The following is the process for filing a protest:

## **1. GROUNDS FOR PROTEST**

A protest may be made based on these grounds only:

- Arithmetic errors were made by DSHS in computing the score;
- DSHS failed to follow the procedures established in this RFP document, or to follow applicable State or federal laws or regulations; or
- Bias, discrimination, or conflict of interest on the part of an evaluator.

## **2. PROTEST FORM AND CONTENT**

A protest must state all of the facts and arguments upon which the protest is based, and the grounds for your protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The RFP number and name of the issuing agency;
- A detailed and complete statement of the specific action(s) by DSHS under protest;
- The grounds for the protest;
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

## **3. SUBMITTING A PROTEST**

Your protest must be in writing and must be signed. You must mail or hand deliver your protest to the RFP Coordinator using the same mailing or delivery address provided in this RFP for submitting your proposal. *Protests may not be submitted by fax or email.* DSHS must receive the written protest within **five (5)** business days after the debriefing conference.

## **4. PROTEST PROCESS**

The RFP Coordinator will forward your protest to the DSHS designated Protest Coordinator with copies of the following:

- this RFP and any amendments,
- your proposal,
- the evaluators' scoring sheets, and

- any other documents showing evaluation and scoring of your proposal.

DSHS will follow these procedures in reviewing your protest:

- DSHS will conduct an objective review of your protest, based on the contents of your written protest and the above materials provided by the RFP Coordinator.
- DSHS will send you a written decision within five (5) business days after DSHS receives your protest, unless more time is required to review the protest and make a determination. The protesting Bidder will be notified by the RFP Coordinator if additional time is necessary.

DSHS will make a final determination of your protest and will either:

- 1) Find that your protest lacks merit and uphold DSHS's actions;
- 2) Find that any errors in the RFP process or in DSHS's conduct did not influence the outcome of the RFP, and uphold DSHS's actions; or
- 3) Find merit in the protest and provide options for corrective action by DSHS which may include:
  - That DSHS correct any errors and re-evaluate all proposals affected by its determination of the protest;
  - That DSHS reissue the RFP document; or
  - That DSHS make other findings and take such other action as may be appropriate.

## **P. EXECUTION OF THE CONTRACT**

If you are the Apparently Successful Bidder, you will be expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit C.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of your proposal.

If you fail or refuse to sign the contract or any subsequent amendment within ten (10) business days of delivery to you, DSHS may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.


If at contract award or anytime thereafter any specifically named individual(s) identified in the Proposal to work on this engagement are not available, DSHS has the right to approve or reject any change in Contractor personnel.

## Exhibit A – Definitions

### DEFINITIONS FOR SOME TERMS USED IN THIS RFP

- Apparently Successful Bidder - A bidder who DSHS chooses as a finalist after scoring proposals, and who will be considered to receive a contract.
- Assess – To determine a client's service needs through a standard process.
- Asylee – An individual who is granted asylum under section 208 of the Immigration and Nationalities Act.
- The Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFP.
- Bidder - An individual, organization, public or private agency or company submitting a proposal in response to this RFP.
- Contractor – An individual, organization, public or private agency or company whose proposal has been accepted by DSHS and is awarded a fully executed, written contract.
- Coalitions – Refugee social service providers proposing to provide services as a group of at least two (2) under one contract. They shall include one fiscal agent and at least one other refugee social service provider.
- DSHS – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFP.
- Entrant – An individual From Cuba or Haiti who is granted Cuba/Haitian Entrant status.
- Fiscal Agent – An organization, public or private agency or company proposing to contract with DSHS to provide services under this RFP.
- Issue - To release this RFP as a public document.
- Key Personnel - Staff who provide the services under this proposal.
- Lead Coalition Member – The coalition member contracting with DSHS and billing DSHS for services.
- Proposal - All materials the bidder submits in response to this RFP.
- Protest - An objection by the bidder to the results of this RFP in accordance with Section 3.0 Protests
- RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- Refugee Social Service Provider – organization, public or private agency or company serving refugees, entrants, asylees or victims of human trafficking.
- RFP - Request for Proposals.
- RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within Central Contract Services. The sole point of contact within DSHS regarding this RFP for potential bidders and other interested parties.
- Services – Services in figure 1.
- Small Refugee Service Provider – Refugee social service provider proposing to serve only one (1) "Refugee group" in only one (1) DSHS service region from *figure 3.1*.
- Submit - To deliver to the DSHS RFP Coordinator any of several documents described in this RFP.
- VOLAG – (Voluntary Agencies) A U.S. State Department Refugee Resettlement Assistance Program provider.
- WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)
- You - The individual, organization, public or private agency or company submitting a proposal in response to this RFP.

## Exhibit B - Sample Contract

	<b>CLIENT SERVICE CONTRACT</b>	DSHS Contract Number:  Resulting From Solicitation Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number:  Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input type="checkbox"/> Exhibits (specify): <input type="checkbox"/> No Exhibits.		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED



## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
  - c. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents. The Contractor for this contract is: .
  - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - f. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
  - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - k. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
  - l. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

## DSHS General Terms and Conditions

3. **Assignment.** The Contractor shall not assign this Agreement or Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
  - a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by DSHS.
7. **Debarment Certification.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor also agrees to include the above requirement in any and all subcontracts into which it enters.
8. **Governing Law and Venue.** This contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such employee.
10. **Inspection.** In addition to any rights of access or inspection that may be included in the Special Terms and Conditions, or in any Program Agreement, the Contractor shall provide reasonable access to the Contractor's place of business, Contractor records, and client records, to DSHS and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and

## DSHS General Terms and Conditions

compliance with applicable laws, regulations, and these Contract terms during the term of this Contract and for one (1) year following termination or expiration of this Contract.

11. **Maintenance of Records.** The Contractor shall maintain records relating to this contract and the performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. All records and other material relevant to this contract shall be retained for six (6) years after expiration or termination of this contract. At no additional cost, these records shall be subject at all reasonable times to inspection, review or audit by the department, personnel duly authorized by the department, the Office of the State Auditor, and any federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this agreement or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
14. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Agreement or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Chief Administrative Officer or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### **Additional General Terms and Conditions – Client Service Contracts:**

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service,

## DSHS General Terms and Conditions

throughout the term of this Contract.

**19. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

**20. Indemnification and Hold Harmless.**

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

**21. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**22. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

## DSHS General Terms and Conditions

- 23. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not “work made for hire”; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 24. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS’ rights or remedies available under this Contract.
- 25. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
    - i. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
    - ii. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
    - iii. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
    - iv. Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
    - v. Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
    - vi. Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
    - vii. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E.

## DSHS General Terms and Conditions

and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - i. Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - ii. Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
  - iii. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.

**26. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

**27. Termination for Default.** The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to Section 9, Health and Safety, of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

**28. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in

## DSHS General Terms and Conditions

the termination notice.

- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

29. **Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

30. **Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

## APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

### Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

"\*\*" means \*\*.

2. **Purpose.** The purpose of this Contract is to:

3. **Statement of Work.** The Contractor shall provide the services and staff,

and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$\_\_\_\_\_, including any and all expenses, and shall be based on the following:

5. **Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to \_\_\_\_\_ by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by \_\_\_\_\_ of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. **Background Checks.**

7. **Insurance.**

8. **Disputes.**



The following Exhibits **must** be downloaded separately at  
<http://www1.dshs.wa.gov/msa/ccs/>:

**C – Contractor Intake Part A and B**

**D – Certifications and Assurances Form**

**E – Business Risk Assessment Questionnaire**

**F – Proposal Template**